

REPORT

OF THE

SECRETARY OF THE INTERIOR,

COMMUNICATING,

In part, the information called for by a resolution of the Senate relative to contracts for the construction of the Patent Office building.

JUNE 12, 1860.—Read and ordered to lie on the table.

JUNE 20, 1860.—Motion to print referred to the Committee on Printing.

JUNE 22, 1860.—Report in favor of printing submitted, considered, and agreed to.

DEPARTMENT OF THE INTERIOR,

June 6, 1860.

SIR: I have the honor to acknowledge the receipt of a resolution adopted by the Senate on the 28th ultimo, calling for copies “of all contracts and supplemental contracts for the construction of the east and west wings and the north front of the Patent Office building, and for any alteration and repairs to the south front, and for the flagging, coping, and curbing around the grounds of said building, and for the granite walling and grading in said grounds, and for the iron railing around the same, specifying the amount per pound paid therefor, together with copies of the measurer’s bills for all work measured.”

And directing me also “to inform the Senate of the amount paid to each contractor, and whether any portion of the above work was given out without being advertised, and bids received therefor; and if so, what portions were so given out, by whom and to whom given, and what amount was paid for each part thereof.”

To reply fully to this resolution, involves so much labor as to render it doubtful whether it can be accomplished before the adjournment of the present session of Congress.

Under these circumstances, therefore, I deem it proper at the present time to reply to such of the inquiries made as can now be answered, in order that the Senate may be in possession of that portion of the information sought at the earliest moment practicable, and to leave the remainder for a subsequent communication, the preparation of which will be delayed no longer than may be required to obtain the transcripts of accounts from the Treasury Department, which are indispensable for that purpose, and which I have requested to be prepared.

A resolution adopted by the House of Representatives, on the 16th of April, 1838, (House Journal, second session, Twenty-fifth Congress,

p. 762,) requires all contracts made by the Commissioner of Public Buildings to be reported annually to that body, and all the contracts on file for the erection of the Patent Office building, with the exception of one entered into between Commissioner Easby and Francis Mohun, on the 13th January, 1852, a copy of which will be found herewith, have been regularly reported from year to year, in conformity with the requirements of that resolution. Why this one was not likewise reported, I am unable to ascertain; it may have been owing to oversight merely, or to the circumstance that it was supplementary to a contract previously made, and therefore regarded as not coming strictly within the terms of the resolution above referred to.

Of all the contracts which have been reported as above, printed copies will be found in the published documents of the House of Representatives, as follows:

Contract between Ignatius Mudd, Commissioner of Public Buildings, and Provost, Winter & Symington, 16th June, 1849, for marble work and materials for east wing of the building. (See House Executive Document 28, first session Thirty-first Congress, page 1.)

Contract between same and Francis Mohun, 16th June, 1849, for carpenters' work and materials for east wing of the building. (House Executive Document 28, first session Thirty-first Congress, page 5.)

Contract between same and P. & T. Berry, 16th June, 1849, for granite work and materials for east and west wings of the building. (House Executive Document 28, first session Thirty-first Congress, page 8.)

Contract between same and Andrew Hoover, 23d June, 1849, for lime for east wing of the building. (House Executive Document 28, first session Thirty-first Congress, page 11.)

Contract between same and Thomas Crown, 26th June, 1849, for bricks. (House Executive Document 28, first session Thirty-first Congress, page 12.)

Contract between same and John Coburn, 23d July, 1849, for cement. (House Executive Document 28, first session Thirty-first Congress, page 14.)

Contract between same and F. Y. Naylor, dated 26th February, 1850, for copper roof of east wing of the building. (See House Executive Document No. 15, second session Thirty-first Congress, page 1.)

Contract between same and David Finch & Son, dated 20th May, 1850, for painting and glazing east wing of the building. (See House Executive Document No. 15, second session Thirty-first Congress, page 5.)

Contract between same and John Flaherty & William Sibrey, 28th June, 1850, for part of plastering east wing of the building. (House Executive Document 15, second session Thirty-first Congress, page 9.)

Contract between same and William Brown & Charles Sioussa, 28th June, 1850, for part of plastering east wing of the building. (See House Executive Document 15, second session Thirty-first Congress, page 11.)

Contract between William Easby, Commissioner of Public Buildings, and William Turner, 28th April, 1851, for painting old portion

of the building. (See House Miscellaneous Document 66, first session Thirty-second Congress, page 9.)

Contract between William Easby, Commissioner of Public Buildings, and William Richards, 31st May, 1851, for bricks. (House Miscellaneous Document 66, first session Thirty-second Congress, page 35.)

Contract between William Easby, Commissioner of Public Buildings, and James Esline, 5th June, 1851, for bricks. (House Miscellaneous Document 66, first session Thirty-second Congress, page 35.)

Contract between William Easby, Commissioner of Public Buildings, and David Finch & Son, 19th August, 1851, for painting and glazing. (House Miscellaneous Document 66, first session Thirty-second Congress, page 35.)

Contract between William Easby, Commissioner of Public Buildings, and Beebe & Co., 19th August, 1851, for heating apparatus for east wing. (House Miscellaneous Document 66, first session Thirty-second Congress, page 38.)

Contract between William Easby, Commissioner of Public Buildings, and John Skirving, 20th August, 1851, for superintending work of Beebe & Co. (House Miscellaneous Document 66, first session Thirty-second Congress, page 39.)

Contract between William Easby, Commissioner of Public Buildings, and J. W. Thompson, 7th November, 1851, for gas fitting for east wing of the building. (House Miscellaneous Document 66, first session Thirty-second Congress, page 40.)

Contract between William Easby, Commissioner of Public Buildings, and Provost, Winter & Symington, 19th March, 1852, for marble work and materials for west wing of the building. (House Miscellaneous Document 23, second session Thirty-second Congress, page 1.)

Contract between William Easby, Commissioner of Public Buildings, and Alexander Rutherford, 28th April, 1852, for marble mantels for east wing of the building. (House Miscellaneous document 23, second session Thirty-second Congress, page 6.)

Contract between William Easby, Commissioner of Public Buildings, and James Esline, 18th April, 1853, for bricks for west wing of the building. (House Miscellaneous Document 9, first session Thirty-third Congress, page 3.)

Contract between William Easby, Commissioner of Public Buildings, and Avery E. Smoot, 30th March, 1853, for lime for west wing of the building. (House Miscellaneous Document 9, first session Thirty-third Congress, page 4.)

Contract between William Easby, Commissioner of Public Buildings, and J. H. Stewart, 30th March, 1853, for sand for west wing of the building. (House Miscellaneous Document 9, first session Thirty-third Congress, page 6.)

Contract between William Easby, Commissioner of Public Buildings, and Timothy O'Neale, 19th April, 1853, for blue rock. (House Miscellaneous Document 9, first session Thirty-third Congress, page 8.)

Contract between William Easby, Commissioner of Public Buildings, and Lenman & Brother, 19th May, 1853, for lumber for west

wing of the building. (House Miscellaneous Document 11, second session Thirty-third Congress, page 6.)

Contract between John B. Blake, Commissioner of Public Buildings, and John F. Connolly, for marble work and materials for the north front of the building, 21st April, 1857. (House Executive Document No. 40, first session Thirty-fifth Congress, page 21.)

Contract between John B. Blake, Commissioner of Public Buildings, and Samuel Cassidy and William Higgins, for granite and granite work for the north front of the building, 1st May, 1857. (House Executive Document No. 40, first session Thirty-fifth Congress, page 24.)

It will be observed that all these contracts but the last two were entered into during the incumbency of my predecessors, and, indeed, prior to the appointment of the present Commissioner of Public Buildings, July 1, 1855.

Of the two entered into by the present Commissioner of Public Buildings, under my direction, a printed copy is herewith submitted, from an examination of which, and the accompanying papers, it will be perceived that they were made in strict conformity with the requirements of the act of August 31, 1852, regulating contracts.

The others, also, I presume to have been fully authorized by the laws in force when they were respectively made.

Under these contracts the greater part of the materials and work for the Patent Office building have been procured and paid for, including the "flagging, coping, and curbing around the grounds of said building," and all the granite walling, "with the exception of that of the sub-basement story of the north front," which was paid for under an arrangement made by my immediate predecessor, at a deduction of 22 per cent. from the prices previously allowed.

But, although most of the materials and work have been thus obtained and executed, it is, nevertheless, true that the contracts did not include the entire amount of the materials and work required in the erection of the Patent Office building, nor am I aware of the existence of any law rendering it necessary that they should.

Thus, the brick and a portion of the stone work, the greater portion of the plastering and roofing, a part of the carpenter's work, painting, plumbing, and gas-fitting, grading the grounds around the building, and surrounding them with an iron railing, have been done in some cases by persons employed by the day, and in others by the employment of persons of approved mechanical skill and fidelity, upon terms deemed in all respects most advantageous to the government.

The accounts on file in the Treasury Department will exhibit in detail the payments which have been made for the various classes of work, and I have requested a copy of them to be prepared for the use of the Senate.

They are, however, quite voluminous, and, as before intimated, some time must of necessity elapse before the transcripts can be furnished, as required by the resolution.

A report made by my predecessor on the 10th March, 1854, in answer to a resolution of the Senate, dated 23d February, 1854, (Senate

Executive Document No. 48, first session Thirty-third Congress,) will, however, be found to contain a statement of payments which had at that time been made on account of contracts entered into subsequent to the passage of the act of August 31, 1852, and I respectfully refer thereto for as much of the information now called for as is therein contained.

I have the honor to be, very respectfully, your obedient servant,

J. THOMPSON,
Secretary.

Hon. J. C. BRECKINRIDGE,
President of the Senate.

Supplementary contract between William Easby, Commissioner of Public Buildings, and Francis Mohun, contractor.

Whereas, on the 16th day of June, 1849, a contract was entered into "by and between the Commissioner of Public Buildings, for and on behalf of the United States of America, on the one part, and Francis Mohun, of the city of Washington, master carpenter, builder, and contractor, as therein specified, for the furnishing of lumber and executing the carpenters' and joiners' work of the Patent Office wing, on the other part;" and whereas sundry alterations and additions have been made, thereby changing, in some instances, the entire character of the work, and rendering it difficult and uncertain to run a parallel between the work as contracted for and the work as executed; it is therefore,

Agreed, by and between the parties aforesaid, that the said Francis Mohun shall be paid as follows:

For all the window frames throughout the building, at the rate of 25 per cent. deduction from measurement price, which shall include the hardware, fastenings, and lumber.

For all the doors, door frames, and door trimmings throughout the building, at the rate of 16 per cent. deduction from measurement price, which shall include the lumber, hardware, and locks.

For all the centering throughout the building, except the large exhibition room of the third story, at the price stipulated in the contract.

For the centering of the large exhibition room of the third story, 66 $\frac{2}{3}$ per cent. advance on the price for centering stipulated in the contract, which advance is hereby agreed to in pursuance of authority given to the Commissioner of Public Buildings by an official letter from the Department of the Interior, under date of July 23, 1851, a copy of which is hereunto annexed.

For all other work *specified* in the aforesaid contract, at the prices therein set forth and provided for.

For all other work *not specified* in the aforesaid contract, at the rate of twenty per cent. deduction from measurement price.

And it is further agreed by the parties that this supplementary contract shall not, in any way, vitiate the conditions of the aforementioned

original contract, excepting so far as it relates to the provisions herein contained; and that in all other particulars it remains in full force, as binding on the parties as though these conditions had not been entered into.

Thus covenanted and agreed by the parties this 13th day of January, 1852, as witness their seals.

WM. EASBY, [SEAL.]
Commissioner of Public Buildings.
 FRAS. MOHUN, [SEAL.]

Signed in presence of—
 JOHN P. INGLE.

Approved:

ALEX. H. H. STUART,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, July 23, 1851.

SIR: Mr. Francis Mohun has presented at this department a bill for "centering" for the arches over the gallery in the east wing of the Patent Office building, with your indorsement thereon refusing to pay the same without an order from the department, because of the prices charged being above those specified in Mr. Mohun's contract. It is represented that the plan of the building, with reference to which the contract was made, was for three floors of office rooms, and that such plan was subsequently changed, and the present gallery determined on instead of the third floor of rooms; that the superintendent, Mr. Mills, in directing the centering to be done for the gallery, stipulated with Mr. Mohun "for a fair and equitable additional allowance, graduated upon the increased expense of labor;" and that the measurer, Mr. John C. Harkness, has certified that the said centering "has been increased to the contractor, as near as can be estimated, sixty-six and two thirds per cent., in consequence of dispensing with the third floor of office rooms, and introducing the lofty gallery."

Under these circumstances, I think the bill ought to be paid; and you are therefore authorized to settle it, if otherwise correct.

I am, &c., your obedient servant,

A. H. H. STUART,
Secretary.

COMMISSIONER OF PUBLIC BUILDINGS.

DEPARTMENT OF THE INTERIOR,
January 10, 1852.

I certify that the foregoing is a true copy from the records of this department.

D. C. GODDARD,
Chief Clerk.

IN THE HOUSE OF REPRESENTATIVES, *January 5, 1858.*

Letter from the Secretary of the Interior, transmitting a report of the Commissioner of Public Buildings of the contracts made by his office during the year 1857.

DEPARTMENT OF THE INTERIOR,
Washington, January 20, 1858.

SIR: I have the honor to transmit to you herewith, to be laid before the House of Representatives, the communication of the Commissioner of Public Buildings, dated the 17th ultimo, and the copies of contracts made in his office in the year 1857, and of other papers, as required by a resolution of the House of the 16th April, A. D. 1838.

Very respectfully, your obedient servant,

J. THOMPSON,
Secretary.

Hon. JAMES L. ORR,
Speaker of the House of Representatives of the United States.

OFFICE OF THE COMMISSIONER OF PUBLIC BUILDINGS,
December 17, 1857.

SIR: In compliance with a resolution of the House of Representatives, dated 16th of April, 1838, I respectfully transmit to you herewith copies of the contracts made with this office during the current year.

Very respectfully, your obedient servant,

JOHN B. BLAKE,
Commissioner.

Hon. JACOB THOMPSON,
Secretary of the Interior.

WASHINGTON, *February 18, 1857.*

SIR: The undersigned proposes to furnish and set the marble and marble work required in the erection of the north front of the Patent Office building, agreeable to plan and specification. The marble to be similar in kind and quality to that used in the east and west wings, and the work to be executed in the same manner as the work on the said wings, and to be finished in any reasonable time, at the following prices, viz:

Cube stone, per superficial foot, one dollar and eighteen cents...	\$1 18
Beds and bills, per superficial foot, twenty-four cents.....	24
Extra cube stone, per cubic foot, one dollar and twelve and a half cents.....	1 12½

Cornice, in two beds, per superficial foot, one dollar and sixty cents	1 60
Blocking course, per superficial foot, eighty-three cents.....	83
Frieze to entablature, per superficial foot, one dollar and eighteen cents.....	1 18
Architrave, per superficial foot, ninety-two cents.....	92
Drops to cornice, per lineal foot, one dollar.....	1 00
Triglyphs, each, twenty-seven dollars.....	27 00
Caps of pilasters, each, fifty-nine dollars.....	59 00
Channels of basement, per lineal foot, twenty cents.....	20
Marble tiling, per superficial foot, eighty-two cents.....	82
Window sills, per superficial foot, seventy-nine cents.....	79

Respectfully, &c.,

ALEX. RUTHERFORD.

Hon. R. McCLELLAND,
Secretary of the Interior.

SIR: I propose to furnish the marble and marble work of the north front of the Patent Office building at the following prices, the marble to be of the same kind used in construction of east and west wings of the building, a specimen of which I herewith submit for your inspection:

Cube stone, per superficial foot.....	\$1 27
Bebs and bills, per superficial foot.....	24
Extra cube stone, per cubic foot.....	1 09
Cornice, in two beds, per superficial foot.....	1 33
Blocking course, per superficial foot.....	84
Frieze to entablature, per superficial foot.....	1 08
Architrave to entablature, per superficial foot.....	1 08
Drops to cornice, per lineal foot.....	1 08
Triglyphs, each.....	30 00
Caps of pilasters, each.....	79 20
Channels of basement, per lineal foot.....	18
Marble tiling, per superficial foot.....	74
Window sills, per superficial foot.....	72

And will complete the work in twelve months from the time the buildings are ready to commence setting the marble.

Your obedient servant,

JOHN F. CONNOLLY.

Hon. R. McCLELLAND,
Secretary of the Interior.

BALTIMORE, April 6, 1857.

DEAR SIR: My neighbor, Mr. Connolly, is afraid that he may yet lose his contract for building the northern part of the Patent Office

through misrepresentations made by some of his rivals, and he wishes me again to see you upon the subject.

But I have assured him that there is no occasion for me to do more than remind you of what I had the pleasure to state in our conversation, that Mr. C. is a competent marble mason, is a perfectly honest and reliable man, and one of the truest of our political friends here.

He tells me that an attempt has been, or will be, made to disparage the quality of his marble, and wishes me to say that he can and will furnish marble of quality equal to any that has been used by the government; and further, that he has made arrangements to obtain this material from the *very same* quarries that have heretofore furnished the best marble.

He states, further, that the commissioners to whom your predecessor referred the bids for this work have reported in favor of his proposal. If this be so, I hope you will see that justice is done to the claims of one who, to my personal knowledge, has the strongest merits, both personal and political.

I am exceedingly anxious that some of the government benefits should be enjoyed by the good men of our party.

I am, very truly and respectfully, yours,

H. MAY.

Hon. JACOB THOMPSON,
Secretary of the Interior, Washington.

PATENT OFFICE BUILDING,
April 16, 1857.

SIR: I have the honor to report that I have, at your request, visited the marble quarries in Texas, Baltimore county, from which Mr. Connolly proposes to furnish the materials for the erection of the north front of Patent Office building.

There is an abundance of marble there, and the quarry that he is now working contains a quantity of excellent white marble. I see no difficulty in his procuring the necessary supply.

I am, sir, very respectfully, your obedient servant,

EDWARD CLARK,
Superintendent of Patent Office Building.

Hon. J. THOMPSON,
Secretary of the Interior.

WASHINGTON, *February 17, 1857.*

SIR: I propose to furnish the marble and marble work required in the erection of the north front of the Patent Office building, according to plans and specifications, at the following prices, to wit:

Cube stone, per superficial foot, one dollar and twelve and one half cents.....	\$1 12½
Beds and bills, per superficial foot, nineteen cents.....	19
Extra cube stone, per superficial foot, one dollar and eight cents	1 08

Cornice in two beds, per superficial foot, one dollar and forty cents.....	\$1 40
Blocking course, per superficial foot, seventy-five cents.....	75
Frieze to entablature, per superficial foot, one dollar and twelve and one half cents.....	1 12½
Architrave, per superficial foot, eighty-five cents.....	85
Drops to cornice, per lineal foot, ninety cents.....	90
Triglyphs, each twenty-six dollars.....	26 00
Caps of pilasters, each fifty dollars.....	50 00
Channels of basement, per lineal foot, eighteen cents.....	18
Marble tiling, per superficial foot, seventy cents.....	70
Window sills, per superficial foot, seventy cents.....	70

WM. RUTHERFORD.

Hon. R. McCLELLAND,
Secretary of the Interior.

BALTIMORE, *February 17, 1857.*

We, the undersigned, propose to furnish and execute the marble and marble work for the north front of the Patent Office building, as per schedule in advertisement, viz :

Cube stone, per superficial foot.....	\$1 20
Beds and bills, per superficial foot.....	20
Extra cube stone, per cubic foot.....	1 20
Cornice in two beds, per superficial foot.....	1 90
Blocking course, per superficial foot.....	99
Frieze to entablature, per superficial foot.....	1 20
Architrave, per superficial foot.....	1 45
Drops to cornice, per lineal foot.....	1 50
Triglyphs, each.....	26 75
Caps to pilasters, each.....	66 00
Channels of basement, per lineal foot.....	18
Marble tiling, per superficial foot.....	75
Window sills, per superficial foot.....	95

And to complete the above-named work in eighteen months from the time the building is ready to receive it.

Respectfully,

MAXWELL, JOHNSON & MEAD.

Hon. R. McCLELLAND,
Secretary of the Interior.

FEBRUARY 18, 1857.

SIR: In accordance with your advertisement, under date of December 18, 1856, inviting bids for the marble and marble work for the north front of the Patent Office, we respectfully submit the following proposal, which embraces all the material, hauling, dressing, setting, and furnishing with all tools, machinery, and every other expense necessary for the entire completion of the said marble and marble work.

For cube stone, per superficial foot.....	\$1 28
For beds and bills, per superficial foot.....	28
For extra cube stone, per cubic foot.....	1 28
For cornice, two beds, per superficial foot.....	2 11
For blocking course.....	1 09
For frieze of entablature, per superficial foot.....	1 24
For architrave of entablature, per superficial foot.....	1 59
For drops to cornice, per lineal foot.....	2 00
For triglyphs, each.....	27 00
For caps of pilasters, each.....	35 50
For channels, per lineal foot.....	22
Window sills, per superficial foot.....	1 09

The material of which we propose to do the above work is similar in kind and quality to that used in the construction of the east and west wings of the building, and we submit these wings as specimens of what we propose to furnish for the north front, as we shall obtain the material from the same beds in the same quarries.

We further propose to execute the entire work called for by your advertisement, in ten (10) months from the time the foundations are ready for us to proceed, provided no obstructions are thrown in the way by other branches of the work.

And all other marble work in and about the north front of the Patent Office, not enumerated in this bid, and being similar to that in the west wing, then the same prices are to govern.

And we will further state that, if we were permitted to furnish the marble from the quarries on the west side of the railroad, known as Bosley's quarries, we could complete the work at a reduced price from our present bid. The stone referred to is similar in general character to the stone on the east side of the railroad; but we know that it is inferior in compactness and color, and we feel unwilling to offer it, or to attempt to take advantage of its cheapness.

Very respectfully, your obedient servants,

PROVEST, WINTER & Co.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, CITY, *February 18, 1857.*

SIR: I propose to execute the marble work required in the construction of the north front of the Patent Office building, equal in all respects to work of the same kind done on the east and west wings, including materials, hauling, dressing and setting, machinery, and other expenses. The work to be finished in sixteen working months, for the following prices, viz:

Cube stone, superficial foot.....	\$1 45
Beds and bills.....	19
Extra cube stone, per cubic foot.....	90

Cornice in two beds, per superficial foot.....	\$1 17
Blocking course, per superficial foot.....	1 15
Frieze to entablature, per superficial foot.....	1 45
Architrave, per superficial foot.....	1 48
Drops to cornice, per lineal foot.....	95
Triglyphs, each.....	29 50
Caps to pilasters.....	65 00
Channels of basement, per lineal foot.....	18
Marble tiling, per superficial foot.....	73
Window sills, per superficial foot.....	1 05

See specimen, marked G. C.

Yours, &c.,

GILBERT CAMERON.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, D. C., *February* 17, 1857.

SIR: Agreeably to your advertisement in the Union and other journals, published in this city, inviting proposals for the marble and marble work, and the granite and granite work, for the north front of the Patent Office building, I herewith propose to furnish all that is or may be required of either material, for the following prices, which includes labor and materials complete.

Your obedient servant,

WILLIAM VAN RISWICK.

Hon. R. McCLELLAND,
Secretary of the Interior.

SCHEDULE.

Granite.

Cube stone, per superficial foot.....	\$1	47
Beds and bills, per superficial foot.....		23
Extra cube stone, per cubic foot.....		62
Cornice in two beds, per superficial foot, { top	1	80
{ bottom	2	00
Blocking course, per superficial foot.....	1	05
Frieze to entablature, per superficial foot.....	1	19
Architrave, per superficial foot.....	1	40
Drops to cornice, per lineal foot.....	2	15
Triglyphs, each.....	22	75
Caps of pilasters, each.....	34	62
Channels of basement, per lineal foot.....		32
Window sills, per superficial foot.....		93

Marble.

Cube stone, per superficial foot.....	\$1 27
Beds and bills, per superficial foot.....	30
Extra cube stone, per cubic foot.....	81
Cornice in two beds, per superficial foot, { top.....	1 98
{ bottom.....	2 23
Blocking course, per superficial foot.....	1 14
Frieze to entablature, per superficial foot.....	1 29
Architrave, per superficial foot.....	1 53
Drops to cornice, per lineal foot.....	2 10
Triglyphs, each.....	25 33
Caps of pilasters, each.....	37 63
Channels to basement, per lineal foot.....	19
Marble tiling, per superficial foot.....	90
Window sills, per superficial foot.....	1 00

We, the undersigned, Charles S. Wallach and Benedict Milburn, do hereby guaranty that if the foregoing proposal is accepted, that William Van Riswick will bond, with proper and sufficient securities, in such sum as may be required for the faithful execution of the contract in every particular.

CHARLES S. WALLACH.
B. MILBURN.

WASHINGTON, *February* 17, 1857.

The granite and marble which I propose to furnish will be equal in kind and quality to that in the east and west wings of the building, and furnished in such quantities and at such times as may be required by the government.

WILLIAM VAN RISWICK.

WASHINGTON, *February* 19, 1857.

SIR: I yesterday proposed for the whole of the marble and granite work required for the north front of the Patent Office building, and as the aggregate of each proposal made has yet to be computed, so as to determine the lowest responsible bidder, I deem it proper to most respectfully communicate to you that, previous to making up my bid, I called at the superintendent's office, to examine the *specifications* which your advertisement said could be seen there, and none could be or was produced; moreover, a bill of quantities was not to be had, so that each item could have been carried out and the aggregate of each bid seen as they were opened.

This loose way of furnishing the necessary information for bidders is to be regretted, as it renders a contract, made merely on plans, vague and uncertain, of which there is unquestionable evidence to be found in Ex. Doc. No. 28, first session Thirty-first Congress, by examining the first contracts for the granite and marble work made for the east and west wings of this building, and comparing them with the exhibit

made in Ex. Doc. No. 48, Thirty-third Congress, first session, on the same work, and the bids made yesterday. It is, therefore, to be hoped that you will require the superintendent to produce his bill of quantities at once, so that each bidder can compare them with the plans, and determine for themselves the correct aggregates of their bids respectively.

My proposal is based on reasonable prices, and I am prepared to bond for its faithful fulfillment in every particular.

Your obedient servant,

WILLIAM VAN RISWICK.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, *February* 18, 1857.

I hereby propose to furnish, haul, dress, and set all the granite required for the north front of the Patent Office building, according to the plans and specifications, the material to be equal in quality to that used in the wings, as per sample marked A No. 1; the whole to be completed in eighteen months from the time the cellar walls are ready to receive the cut stone, and for the following prices:

Plain-faced cube stone, per superficial foot.....	\$0 99
Beds and bills, per superficial foot.....	15
Extra cube stone, per cubic foot.....	69
Cornice in two beds, per superficial foot.....	4 50
Blocking course, per superficial foot.....	90
Frieze to entablature, per superficial foot.....	1 25
Architrave, per superficial foot.....	1 50
Drops to cornice, per lineal foot.....	3 00
Triglyphs, each.....	27 35
Pilaster caps, each.....	54 00
Channels of basement, per lineal foot.....	15
Window sills, per superficial foot.....	79

Respectfully submitted,

JOHN WALKER.

BALTIMORE, *February* 17, 1857.

The undersigned propose to furnish and execute the granite and granite work for the north front of the Patent Office building, as per schedule in advertisement, viz:

Cube stone, per superficial foot.....	\$1 18
Beds and bills, per superficial foot.....	20
Extra cube stone, per cubic foot.....	90
Cornice in two beds, per superficial foot.....	1 50
Blocking course, per superficial foot.....	75
Frieze to entablature, per superficial foot.....	1 25
Architrave, per superficial foot.....	1 20
Drops to cornice, per lineal foot.....	1 50

Triglyphs, each.....	\$26 00
Caps of pilasters, each.....	50 00
Channels of basement, per lineal foot.....	18
Window sills, per superficial foot.....	90

And to complete the above-named work in eighteen months from the time the building is ready to receive it.

Respectfully,

MAXWELL, JOHNSTON & MEAD.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, *February* 25, 1857.

SIR: The undersigned, being bidders for the marble and granite work of the north front of Patent Office, would respectfully state, that they understand that you have referred the several bids for said building to a committee of gentlemen in order that they should investigate the same, and report for acceptance that proposal which they in their judgment should deem most advantageous to the government; and believing that our bids are as low as said work can be done for in a creditable manner and with the best material, we beg leave to call your attention to the basis upon which our estimate was made; our proposal intended that the marble should be fully equal in quality to that used in the east and west wings, and from a quarry at Texas, in Baltimore county, well known in Baltimore and Washington as producing the best of material, and an inspection of the quarry would satisfy you there is sufficient in quantity for any amount of work. Our granite bid was based on procuring that material from the quarries of Messrs. Sumwalt & Green, the reputation of which stone is well known in this city and Baltimore, and which we believe costs per cubic foot ten or eleven cents more than the northern granite. We would furthermore state that, should our bids, or either of them, be considered favorably, we will submit to you the most ample testimony (from gentlemen of the highest and most respectable standing in Baltimore and Washington) of our ability to execute in good faith with the government this contract, should it be awarded to us.

MAXWELL, JOHNSON & MEAD.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, *February* 18, 1857.

SIR: The undersigned propose to execute the granite work for the north part of the Patent Office building, as per advertisement of the Interior Department dated December 20, 1856, at the rates in the schedule below, which is twenty-two per cent. below the prices of the contract for the granite work of the east and west wings of said building; the stone and workmanship to be equal in all respects to that in

those wings which we have done, and to which we respectfully refer; and we further propose to complete the whole on or before the 1st day of December, 1857.

Cube stone, per foot, superficial.....	\$1 17
Beds and bills, per foot, superficial.....	23
Extra cube stone, per foot, superficial.....	94
Cornice, per foot, superficial.....	2 00
Blocking, per foot, superficial.....	1 17
Frieze to entablature, per foot, superficial.....	1 60
Architrave, per foot, superficial.....	1 85
Drops to cornice, per foot, superficial.....	3 00
Triglyphs, each.....	45 00
Caps to pilasters, each.....	90 00
Channels of basement, per lineal foot.....	18
Window sills, per foot, superficial.....	78

All of which is most respectfully submitted.

BERRY & MOHUN.

Hon. ROBERT McCLELLAND,
Secretary of the Interior.

BALTIMORE, Md., *February 17, 1857.*

The undersigned propose to furnish the granite and granite work in the north front of the Patent Office building, as called for in the department advertisement of December 18, 1856, to following schedule:

Cube stone, per superficial foot, eighty-eight cents.....	\$0 88
Beds and bills, per superficial foot, eighteen cents.....	18
Extra cube stone, per cubic foot, fifty cents.....	50
Cornice in two beds, per superficial foot, eighty-eight cents....	88
Blocking course, per superficial foot, sixty cents.....	60
Frieze to entablature, per superficial foot, seventy cents.....	70
Architrave, per superficial foot, sixty-two cents.....	62
Drops to cornice, per lineal foot, forty cents.....	40
Triglyphs, each, (blocks 4 feet 2 inches by 2 feet 8 inches) per block, thirty dollars.....	30 00
Caps of pilasters, each, ninety-seven dollars.....	97 00
Channels of casement, per lineal foot, nineteen cents.....	19
Window sills, per superficial foot, fifty cents.....	50

The workmanship and granite will be equal in quality to that in the east and west wings of the building, and completed in twelve months.

Very respectfully,

GAULT & BRO.,

No. 32 West Pratt street, Baltimore.

Hon. R. McCLELLAND,
Secretary of the Interior.

FEBRUARY 26, 1857.

MY DEAR SIR: Messrs. Cyrus & Mathew Gault, formerly from New Hampshire, desire me to express to you my knowledge of their character and responsibility for whatever they undertake.

I believe them to be, from a long personal knowledge, gentlemen of probity; and I should, without any hesitation, trust to the faithful fulfillment of any contract they may make.

Yours, truly,

FR. PIERCE.

Gov. McCLELLAND,
Secretary of Interior.

WASHINGTON CITY, *February 18, 1857.*

SIR: I propose to execute the granite work required in the construction of the north front of the Patent Office building, equal in all respects to work of the same kind done on the east and west wings, including materials, hauling, dressing, and setting machinery, and other expenses, (the work to be finished in sixteen working months,) for the following prices, viz:

Cube stone, per superficial foot at.....	\$1 21
Beds and bills at	18
Extra cube stone, per cubic foot.....	70
Cornice in two beds, per superficial foot.....	1 00
Blocking course, per superficial foot.....	1 00
Frieze to entablature, per superficial foot.....	1 18
Architrave, per superficial foot.....	1 25
Drops to cornice, lineal foot.....	1 00
Triglyphs, each.....	26 50
Caps to pilasters, each.....	47 00
Channels of basement, lineal foot.....	16
Window sills, per superficial foot.....	95

See specimens, marked G. C.

Yours, &c.,

GILBERT CAMERON.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON, *April 6, 1857.*

SIR: By an act of Congress passed March 3, 1849, (see United States Statutes at Large, vol. ix., p. 364,) an appropriation was made authorizing the erection of the wings of the Patent Office building. Under that authority, and under the direction of the then Secretary of the Interior, the Honorable T. Ewing, a contract was made by the

Commissioner of Public Buildings with the undersigned for furnishing and setting all the granite work of said extension or wings.

We have gone on and done said work, and are authorized to say to the entire satisfaction of the several distinguished gentlemen who preceded you, the present honorable Commissioner of Patents, as well as the architect and superintendent, Mr. Edward Clark.

Congress, at the session before last, made an appropriation towards the erection of the north front wing or extension of said building. We claimed the granite work under our contract, and think a reasonable and liberal construction of it warrants us. The late honorable Secretary (under circumstances that we or Mr. Clark could more readily explain verbally, if your time permitted, than in this communication) directed Mr. Clark to cause us to proceed with the work of the basement of said north front, with which we are now progressing; but after which he concluded to advertise for proposals for all that part of the work above the basement, and received those proposals a week or two before the close of the late administration, and then left the whole matter undecided and open.

We now most respectfully ask your honor's attention to an examination of our contract before you finally dispose of the case; it can be found in Ex. Doc. No. 28, House of Representatives, first session Thirty-first Congress, and particularly to that clause of it which is in the following words:

"And it is further agreed by and between the said parties, that should any *addition* or *abatement* of the work described and on the drawings to be furnished by the said superintendent not of a character described in this contract be made by him, timely notice thereof in writing shall be given to the said P. & T. Berry by the said Commissioner of Public Buildings, and the work thus in *addition* or *abatement* to be rated and paid for or deducted according to the prices hereunto annexed, as near as may be, on the valuation of said superintendent."

It has been thoroughly tested that we have been receiving no more than a fair and reasonable compensation under our contract for the work, all circumstances considered; besides, the work of the basement, that we have now in progress, is, in price, if carefully analyzed, below the average of the bids received by the late Secretary.

We have all the fixtures and facilities now on hand to do the work promptly, as you can be readily informed; and it is our firm conviction that the government would in the end be greatly the gainer by continuing us to the close of the work. As regards our character and standing, if necessary, we could refer you to many distinguished friends of your own, among them the Honorable R. W. Johnson, of Arkansas.

With the highest consideration and respect, we are your obedient servants,

P. & T. BERRY

Hon. JACOB THOMPSON,
Secretary of the Interior.

DEAR SIR: I propose to furnish granite, hauling, dressing, and setting, including all machinery and expenses, for the north front of the Patent Office, for the following prices:

Cube stone, per superficial foot.....	\$1 15
Beds and bills, per superficial foot.....	23
Extra cube stone, per cubic foot.....	68
Cornice in two beds, per superficial foot.....	2 10
Blocking course, per superficial foot.....	90
Frieze to entablatures, per superficial foot.....	1 35
Architrave, per superficial foot.....	1 15
Drops to cornice, per lineal foot.....	50
Triglyphs, each.....	17 90
Caps of pilasters, each.....	35 00
Channels of basement, per lineal foot.....	40
Window sills, per superficial foot.....	90

The granite to be of the same quality as that now being used in the Post Office extension, so well known to the heads of departments as the "Baltimore" county granite.

Very respectfully,

M. B. EMERY.

Hon. R. McCLELLAND,
Secretary of the Interior.

QUINCY, MASS., *February 14, 1857.*

SIR: The undersigned propose to furnish all the granite required above the sub-basement story in the erection of the north front of the Patent Office building, including hauling, dressing, setting, machinery and other expenses; the stone to be of the same quarry as those in the west wing, and hammered and set equally as well, in all respects, as those furnished for the west wing, which shall be the sample for this, if it is the wish of the department, both in stalk and workmanship, or other stone will be furnished, if required, and agreeable to your advertisement, dated December 18, 1856, and be all completed within eighteen months, or less time, if the department should require it, for the following prices, viz:

Cube stone, per superficial foot, at.....	\$1 25
Beds and bills, per superficial foot, at.....	19
Extra cube stone, per cubic foot, at.....	70
Cornice in two beds, per superficial foot, at.....	1 00
Blocking course, per superficial foot, at.....	1 00
Frieze to entablatures, per superficial foot, at.....	1 50
Architrave, per superficial foot, at.....	1 50
Drops to cornice, per lineal foot, at.....	4 00
Triglyphs, each at.....	35 00
Caps to pilasters, each at.....	96 00
Channels of basement, per lineal foot, at.....	22
Window sills, per superficial foot, at.....	65

E. C. SARGENT.
E. FREDERICK.

Hon. R. McCLELLAND,
Secretary of the Interior.

Know all men by these presents: That we, E. C. Sargent, of Quincy, in the county of Norfolk, and Commonwealth of Massachusetts, stone-cutter, as principal, Eleazer Frederick, of Quincy, Massachusetts, also as principal, and A. W. Russell, of said Quincy, and Octavius T. Rogers, of Milton, in said State of Massachusetts, as sureties, are held and stand firmly bound and obliged unto the United States of America in the full and just sum of ten thousand dollars, to be paid unto the said United States or their assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals. Dated the thirteenth day of February, in the year of our Lord one thousand eight hundred and fifty-seven.

The condition of this obligation is such that, whereas the above bounden E. C. Sargent, stone-cutter and master workman, has made proposals to the Department of the Interior of the said United States to furnish such granite and granite work as may be required above the sub-basement story in the erection of the north front of the Patent Office building, upon the specifications and conditions advertised by said department: now, if the said proposals shall be accepted, and the said Sargent, on being notified thereof, shall enter into and execute a contract and bond with and to the United States for the faithful performance of the same, in such final sum as the said department may require, with proper and sufficient sureties, then this bond and obligation shall be void; otherwise to remain in full force.

ELEAZER FREDERICK,	[SEAL.]
E. C. SARGENT,	[SEAL.]
A. W. RUSSELL,	[SEAL.]
OCTAVIUS T. ROGERS.	[SEAL.]

In presence of—

ELIAS HOOK,
B. F. HALLETT.

CHARLES DAVIS, witness to Russell & Rogers.

OFFICE OF THE UNITED STATES DISTRICT ATTORNEY,
District of Massachusetts, February 14, 1857.

I hereby certify that the sureties, A. W. Russell and Octavius T. Rogers, who have signed the within guarantee, are known to me as residents of this district and citizens of the United States, and that I believe them to be amply sufficient for the amount thereof, and that the guarantee is good.

B. F. HALLETT,
United States Attorney.

WASHINGTON, *February 18, 1857.*

We, the undersigned, propose to covenant with the United States to furnish the granite and execute the cutting and hammering and

setting of same, agreeable to your advertisement, for north front of Patent Office.

Cube stone, per superficial foot.....	\$1 06
Beds and bills, per superficial foot.....	18
Extra cube stone, per cubic foot.....	68
Cornice in beds, per superficial foot.....	1 24
Blocking course, per superficial foot.....	96
Frieze to entablature, per superficial foot.....	1 10
Architrave, per superficial foot.....	1 30
Drops to cornice, per lineal foot.....	1 00
Triglyphs, each.....	38 00
Caps of pilasters, each.....	75 30
Channels of basement, per lineal foot.....	21
Window sills, per superficial foot.....	70

We propose to furnish granite similar in kind and quality to that used in the wings of the building, and finish the same in fifteen months from date of completion of basement.

SAMUEL CASSIDY & CO.

Hon. SECRETARY OF THE INTERIOR.

QUINCY, MASSACHUSETTS, *February 14, 1857.*

SIR: The Granite Railway Company, of Quincy, Massachusetts, and William C. Poland, of Boston, Massachusetts, hereby offer to furnish, under your advertisement of December 18, 1856, all the granite required in the erection of the north front of the Patent Office building, including material, hauling, dressing, setting, machinery, and other expenses, and complete the same within one year and four months from date, according to the following schedule of prices, viz:

Cube stone, per superficial foot.....	\$1 35
Beds and bills, per superficial foot.....	17
Extra cube stone, per cubic foot.....	70
Cornice in two beds, per superficial foot.....	1 12
Blocking course, per superficial foot.....	1 09
Frieze to entablature, per superficial foot.....	1 45
Architrave, per superficial foot.....	1 35
Drops to cornice, per lineal foot.....	6 00
Triglyphs, each.....	45 00
Caps of pilasters, each.....	78 00
Channels of basement, per lineal foot.....	33
Window sills, per superficial foot.....	55

Very respectfully, your obedient servants,

GRANITE RAILWAY COMPANY,
By J. B. WHITCHER, *Agent*,
WM. C. POLAND.

Hon. R. McCLELLAND,
Secretary of the Interior.

We herewith inclose guarantee.

In consequence of the interruption of communication between Boston and Washington, our sample has not arrived ; one may be seen at the Treasury Department.

BOSTON, MASSACHUSETTS, *February 9, 1857.*

We, the undersigned, W. D. Ticknor, of Boston, and George Penniman, of Milton, in the State of Massachusetts, as guarantors, hereby bind ourselves in the sum of five thousand dollars, that the above-named Granite Railway Company and William C. Poland will, if their offer be accepted, enter into contract, as before required, with the United States ; and, in case of their failure to do so, we bind ourselves to pay the above sum to the United States.

W. D. TICKNOR,
GEORGE PENNIMAN.

Witness to signatures:

HENRY L. HALLETT.
C. P. THOMPSON.

DISTRICT OF MASSACHUSETTS,
February 9, 1857.

I certify that the above-named W. D. Ticknor and George Penniman are known to me to be good and responsible guarantors in this case, and are citizens of the United States, and residents in this district.

B. F. HALLETT,
United States Attorney.

DEPARTMENT OF THE INTERIOR,
February 27, 1857.

SIR: In accordance with proposals issued by the department for the erection of the north front of the Patent Office, various bids have been received, opened, and the various calculations made in relation to the quantity of work and the bids therefor, respectively ; but being desirous of your advice and opinion as to which of said bids for the granite work and which for the marble work is the lowest and best bid, under all the circumstances, for the government, I have addressed a letter to Mr. Walter, the architect, and also to Captain Meigs, requesting their attendance at your office on to-morrow morning, at eleven o'clock, in order that I can avail myself of the aid which the opinions of the three cannot fail to afford me, in the determination I am officially called upon to make.

Respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

COMMISSIONER OF PATENTS.

Proposals received at the Department of the Interior, February 18, 1857, for furnishing marble and marble work for the north front of the Patent Office building, under the advertisement of December 18, 1856.

Names.	Cube stone, per superficial foot.	Beds and bills, per superficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per superficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superficial foot.	Drops to cornice, per lineal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Marble tiling, per superficial foot.	Window sills, per superficial foot.
Alexander Rutherford.....	\$1 18	\$0 24	\$1 12½	\$1 60	\$0 83	\$1 18	\$0 92	\$1 00	\$27 00	\$59 00	\$0 20	\$0 82	\$0 79
John F. Connelly.....	1 27	24	1 09	1 33	84	1 08	1 08	1 08	30 00	79 20	18	74	72
William Rutherford.....	1 12½	19	1 08	1 40	75	1 12½	85	90	26 00	50 00	18	70	70
Maxwell, Johnson & Mead	1 20	20	1 20	1 90	99	1 20	1 45	1 50	26 75	66 00	18	75	95
Provest, Winter & Co.....	1 28	28	1 28	2 11	1 09	1 24	1 59	2 00	27 00	35 50	22	.....	1 09
Gilbert Cameron.....	1 45	19	90	1 17	1 15	1 45	1 48	95	29 50	65 00	18	73	1 05
William Van Riswick.....	1 27	30	84	Top, 1 98 Bot., 2 23	1 14	1 29	1 53	2 10	25 33	37 63	19	90	1 00

I hereby certify that the above bids were opened by me this day (the 18th February, 1857,) in presence of Moses Kelly, Charles S. Frailey, George C. Whiting, and a number of the bidders, and that each paper is marked with my initials.

R. McCLELLAND, *Secretary of the Interior.*

Names.	Cube stone, per superficial foot.	Beds and hills, per superficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per superficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superficial foot.	Drops to cornice, per lineal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Marble tiling, per superficial foot.	Window sills, per superficial foot.	Total.
Alexander Rutherford.....	\$1 18	\$0 24	\$1 12½	\$1 60	\$0 83	\$1 18	\$0 92	\$1 00	\$27 00	\$59 00	\$0 20	\$0 82	\$0 79	\$75,491 55
John F. Connelly	1 27	24	1 09	1 33	84	1 08	1 08	1 08	30 00	79 20	18	74	72	74,746 81
William Rutherford.....	1 12½	19	1 08	1 40	75	1 12½	85	90	26 00	50 00	18	70	70	68,164 09
Maxwell, Johnson & Mead.....	1 20	20	1 20	1 90	99	1 20	1 45	1 50	26 75	66 00	18	75	95	80,717 94
Provest, Winter & Co.....	1 28	28	1 28	2 11	1 09	1 24	1 59	2 00	27 00	35 50	22	.....	1 09	*75,822 94
Gilbert Cameron.....	1 45	19	90	1 17	1 15	1 45	1 48	95	29 50	65 00	18	73	1 05	78,214 32
William Van Riswick.....	1 27	30	84 {	Top, 1 98 Bot., 2 23 }	1 14	1 29	1 53	2 10	25 33	37 63	19	90	1 00	87,754 83

* Tiling omitted in this bid, 15,734 square feet.

Proposals received at the Department of the Interior, February 18, 1857, for furnishing granite and granite work for the north front of the Patent Office building, under the advertisement of December 18, 1856.

Names.	Cube stone, per super- ficial foot.	Beds and bills, per super- ficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per su- perficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superfi- cial foot.	Drops to cornice, per lin- eal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Window sills, per super- ficial foot.	Total.
John Walker.....	\$0 99	\$0 15	\$0 69	\$4 50	\$0 90	\$1 25	\$1 50	\$3 00	\$27 35	\$54 00	\$0 15	\$0 79	.....
Maxwell, Johnson & Mead	1 18	20	90	1 50	75	1 25	1 20	1 50	26 00	50 00	18	90	.....
Berry & Mohun	1 17	23	94	2 00	1 17	1 60	1 85	3 00	45 00	90 00	18	78	.....
Gault & Brother.....	88	18	50	88	60	70	62	40	30 00	97 00	19	50	.....
Gilbert Cameron.....	1 21	18	70	1 00	1 00	1 18	1 25	1 00	26 50	47 00	16	95	.....
William Van Riswick	1 47	23	62	{ Top, 1 80 Bot., 2 00 }	1 05	1 19	1 40	2 15	22 75	34 62	32	93	.....
M. B. Emery.....	1 15	23	68	2 10	90	1 35	1 15	50	17 90	35 00	40	90	.....
E. C. Sargent & E. Frederick.....	1 25	19	70	1 00	1 00	1 50	1 50	4 00	35 00	96 00	22	65	.....
Samuel Cassidy & Co	1 06	18	68	1 24	96	1 10	1 30	1 00	38 00	75 30	21	70	.....
Granite Railway Co. and Wm. C. Poland..	1 35	17	70	1 12	1 09	1 45	1 35	6 00	45 00	78 00	33	55	.....

I hereby certify that the above bids were opened by me this day (the 18th February, 1857,) in presence of Moses Kelly, Charles S. Frailey, George C. Whiting, and a number of the bidders, and that each paper is marked with my initials.

R. McCLELLAND, *Secretary of the Interior.*

Proposals received at the Department of the Interior, February 18, 1857, for furnishing granite and granite work for the north front of the Patent Office building, under the advertisement of December 18, 1856.

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CONTRACTS FOR PATENT OFFICE.

Names.	Cube stone, per super- ficial foot.	Beds and bills, per super- ficial foot.	Extra cube, per cube foot.	Cornice in two beds, per superficial foot.	Blocking course, per su- perficial foot.	Frieze to entablature, per superficial foot.	Architrave, per superfi- cial foot.	Drops to cornice, per lin- eal foot.	Triglyphs, each.	Caps of pilasters, each.	Channels of basement, per lineal foot.	Window sills, per super- ficial foot.	Total.	
John Walker.....	\$0 99	\$0 15	\$0 69	\$4 50	\$0 90	\$1 25	\$1 50	\$3 00	\$27 35	\$54 00	\$0 15	\$0 79	\$76,735 01	
Maxwell, Johnson & Mead.	1 18	20	90	1 50	75	1 25	1 20	1 50	26 00	50 00	18	90	54,558 65	
Berry & Mohun	1 17	23	94	2 00	1 17	1 60	1 85	3 00	45 00	90 00	18	78	67,265 37	
Gault & Brother	88	18	50	88	60	70	62	40	30 00	97 00	19	50	38,553 86	
Gilbert Cameron.....	1 21	18	70	1 00	1 00	1 18	1 25	1 00	26 50	47 00	16	95	50,562 97	
William Van Riswick	1 47	23	62	Top, 1 80 Bot., 2 00		1 05	1 19	1 40	2 15	22 75	34 62	32	93	64,890 60
M. B. Emery.....	1 15	23	68	2 10	90	1 35	1 15	50	17 90	35 00	40	90	58,322 72	
E. C. Sargent & E. Frederick.....	1 25	19	70	1 00	1 00	1 50	1 50	4 00	35 00	96 00	22	65	57,182 86	
Samuel Cassidy & Co	1 06	18	68	1 24	96	1 10	1 30	1 00	38 00	75 30	21	70	50,889 04	
Granite Railway Co. and Wm. C. Poland..	1 35	17	70	1 12	1 09	1 45	1 35	6 00	45 00	78 00	33	55	61,139 85	

WASHINGTON, D. C., *February* 28, 1857.

DEAR SIR: In examining the schedule and bids we assume that the results of the calculations furnished to us are correct, and we find that the lowest bidder for marble and marble work, Mr. William Rutherford, has not complied with the conditions of the advertisement, which required the time of completion to be specified. We think that good faith to the bidders requires this bid, therefore, to be rejected.

The next lowest bidder is J. F. Connolly, whose bid amounts to \$74,746 81. As the specimen of marble supplied by him appears to be of the quality required by the advertisement, we recommend that the contract be assigned to him, if, upon examination of his quarry by the architect or some proper person under the direction of the department, it appears to be capable of furnishing a sufficient quantity of the proper material.

We recommend that he be required to give \$20,000 security for the entire and satisfactory completion of the contract within the time specified, which is twelve months from the time when the walls will be ready to commence setting the marble.

We also recommend that the specimen of marble submitted by him be carefully preserved to avoid dispute hereafter as to its quality.

Among the bids for granite work we find the lowest bid to be that of Gault & Brother, which amounts to \$38,553 86. We think this bid too low, and that it will be impossible to complete the work for the prices named. In view of the delays which always result from entering into such contracts—delays which no security will prevent—we cannot recommend that this bid be accepted.

The next lowest bid is that of Mr. Gilbert Cameron. It amounts to \$50,562 97. The specimen of material submitted is so much inferior to that offered by the next bidders, Samuel Cassidy & Co., amounting to \$50,889 04, who offer to furnish the same material as that used in the wings of the building, that the difference in cost (\$326 07) will be more than compensated by the difference in the appearance of the building.

We therefore recommend that the contract be assigned to Samuel Cassidy & Co., they to be required to give security in \$20,000 for its entire completion of the same material as the wings, and within fifteen months from the completion of the basement.

CHARLES MASON,
THOMAS U. WALTER,
M. C. MEIGS,

Committee of Inspection.

THE SECRETARY OF THE INTERIOR.

Articles of agreement made and concluded this twenty-first day of April, A. D. eighteen hundred and fifty-seven, between John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, on the one part, and John F. Connolly, marble mason and contractor for executing the marble work of the north front of

the Patent Office building, in the city of Washington, on the other part:

Whereas, by an act of Congress, approved the eighteenth day of August, A. D. eighteen hundred and fifty-six, an appropriation was made towards erecting the north front of the Patent Office building, and it is intended to use in the erection of said north front a quantity of marble and marble work;

And whereas the said John F. Connolly is willing and does hereby undertake and contract to provide marble, equal to the specimen furnished, and cut and set the same in the said north front, in the best and most workmanlike manner, according to the directions, and subject to the approval of the superintendent in charge thereof;

Now, therefore, it is agreed by and between the parties hereto, in the manner following:

On the part of the said Commissioner of the Public Buildings, it is hereby covenanted and agreed with the said John F. Connolly—

That, in consideration of the materials hereby stipulated to be furnished, and work to be done, and on the conditions hereinafter specified, the said Commissioner of Public Buildings will pay, or cause to be paid, to the said John F. Connolly, as the work progresses, at periods not oftener than once a month, the value of the work as actually done and set in the wall, on the approval of the superintendent, according to the prices as hereinafter stated, reserving in all cases ten per cent. as collateral security for the fulfillment of this contract in the time and manner specified; the sum accruing from these ten per cent. reservations, as collateral security, to be afterwards paid to the said John F. Connolly only when this contract shall have been fully executed and complied with. All payments to be made by the said Commissioner of Public Buildings to the said John F. Connolly, to be upon the certificate of the superintendent in charge, or such other person as the Commissioner of Public Buildings may designate.

And on the part of the said John F. Connolly, it is hereby covenanted and agreed, as follows:

That, in consideration of the said payments to be made to him, he shall and will, at his own proper cost and expense, provide all marble required in the erection of the said north front, prepare and set the same in due time, agreeably to the designs, plans, and directions of the superintendent in charge, in the best and most workmanlike manner. The said marble to be furnished from the quarries at Texas, in Baltimore county, Maryland, and to be the best white quality, fully equal to the specimen; and also, at his own proper cost and expense, provide the necessary scaffolding, rigging, tools; and also, all the materials and labor, and hauling of all kinds required or employed in transporting, removing, preparing, and setting the same; the said marble to be worked in the city of Washington. And the said John F. Connolly further agrees, under the penalty of the forfeiture of the percentage retained, to finish the marble work in twelve months after the sub-basement is ready to receive the marble work, provided he shall not be obstructed by the delays of the other departments of the work over which he has no control.

And it is further agreed by and between the said parties, that should any addition or abatement of the work enumerated in the schedule be made, it shall be valued, by the superintendent, *pro rata* with the prices in the following schedule:

Cube stone, per superficial foot.....	\$1 27
Beds and bills, per superficial foot.....	24
Extra cube stone, per cubic foot.....	1 09
Cornice, in two beds, per superficial foot.....	1 33
Blocking course, per superficial foot.....	84
Frieze to entablature, per superficial foot.....	1 08
Architrave, per superficial foot.....	1 08
Drops to cornice, per lineal foot.....	1 08
Triglyphs, each.....	30 00
Caps of pilasters, each.....	79 20
Channels of basement, per lineal foot.....	18
Marble tiling, per superficial foot.....	74
Window sills, per superficial foot.....	72

And it is hereby further agreed by and between the said parties, that should the said John F. Connolly at any time during the progress of the work, have any quantity of materials cut and ready for setting, which he is unable to set in the building by reason of the other branches not being sufficiently advanced, the same, if required by him, shall be valued and paid for, deducting ten per cent. as the assumed cost of setting, as well as the ten per cent. reserved as collateral security.

And for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

It is also expressly understood by and between the parties hereto, that if Congress should fail to make the appropriations necessary to carry on the erection of the said north front, then, in such case, the execution of this contract shall be suspended without thereby creating any claim upon the United States by said contract.

In witness whereof, they have hereunto interchangeably set their hands and seals, the day and year first hereinbefore written.

JNO. B. BLAKE,
JOHN F. CONNOLLY.

In presence of—

R. J. ROCHE,
GREGORY ENNIS.

Know all men by these presents, that we, John F. Connolly, John B. Connolly, and Thomas F. Connolly, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars in lawful money of the United States, to be paid to the United States, or to its proper agent or attorney duly authorized to receive the same, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, in

the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals this twenty-seventh day of April, in the year of our Lord eighteen hundred and fifty-seven.

The condition of the above obligation is such that if John F. Connolly, his heirs, executors, administrators, or assigns, do and shall well and truly execute and comply with, in all its conditions, a contract entered into by said John F. Connolly on the one part, and John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, of the other part, dated the twenty-first day of April, A. D. eighteen hundred and fifty-seven, and hereto prefixed, by which the said John F. Connolly has contracted to furnish, cut, and set the marblework for and in the north front of the Patent Office building, at his own proper cost, and upon the terms and conditions therein stipulated, then the above obligation to be void and of none effect; otherwise to remain in full force and virtue in law.

JOHN F. CONNOLLY,	[L. S.]
JOHN B. CONNOLLY,	[L. S.]
THOMAS F. CONNOLLY,	[L. S.]

Signed, sealed, and delivered in presence of—

WM. MEADE ADDISON,
JOHN L. HANAN.

I hereby certify that the parties to the foregoing bond are personally known to me, and that I believe them to be good and sufficient for the amount of the penalty herein specified—the two last named obligors being of themselves sufficient.

WM. MEADE ADDISON,

United States Attorney for the District of Maryland.

BALTIMORE, *April 27, 1857.*

Approved, May 11, 1857.

J. THOMPSON,
Secretary of the Interior.

Articles of agreement made and concluded this first day of May, anno Domini eighteen hundred and fifty-seven, between John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, of the first part, and Samuel Cassidy and William Higgins, doing business under the firm of Cassidy & Co., granite-cutters, and contractors for executing the granite work of the north front of the Patent Office building, in the city of Washington, of the second part.

Whereas, by an act of Congress approved the eighteenth day of August, A. D. eighteen hundred and fifty-six, an appropriation was made towards erecting the north front of the Patent Office building; and it is intended to use in the erection of said north front a quantity of granite and granite work.

And whereas the said parties of the second part do hereby under-

take and contract to do all the granite work above the sub-basement story, and provide granite equal to that used in the rear of the wings of the said Patent Office building, and to cut and set the same in the said north front in the most workmanlike manner, according to the directions and subject to the approval of the superintendent in charge thereof—

Now, therefore, it is agreed by and between the parties hereto in the manner following:

On the part of the said party of the first part, it is hereby covenanted and agreed to, and with the said party of the second part: That, in consideration of the materials hereby stipulated to be furnished and work to be done, and on the conditions hereinafter specified, the said party of the first part will pay, or cause to be paid, to the said party of the second part, as the work progresses, at periods not oftener than once a month, the value of the work as actually done and set in wall, on the approval of the superintendent, according to the prices as hereinafter stated; reserving in all cases ten per cent. as collateral security for the fulfillment of this contract in the time and manner specified; the sum accruing from these ten per cent. reservations, as collateral security, to be afterwards paid to the said party of the second part only when this contract shall have been fully executed and complied with; all payments to be made to be upon the certificate of the superintendent in charge, or such other person as the Commissioner of the Public Buildings may designate.

And on the part of the said party of the second part it is hereby covenanted and agreed as follows:

That in consideration of the said payments to be made to them, they shall and will, at their own proper cost and expense, provide all granite required above the sub-basement story in the erection of the said north front; prepare and set the same in due time, agreeably to the designs, plans, and directions of the superintendent in charge, in the best and most workmanlike manner; the said granite to be equal in quality to that used in the rear of the wings of the said Patent Office building; and also, at their own cost and expense, provide the necessary scaffolding, rigging, tools, and also all the materials and labor, and hauling of all kinds required or employed in transporting, preparing, and setting the same.

And the said party of the second part further agree, under the penalty of the forfeiture of the percentage retained, to finish the granite work in fifteen months after the sub-basement is ready to receive the granite work, provided they shall not be obstructed by delays of the other departments of the work, over which they have no control.

And it is further agreed by and between the said parties, that should any addition or abatement of the work enumerated in the schedule be made, it shall be valued by the superintendent *pro rata* with the prices in the following schedule:

Cube stone, per superficial foot.....	\$1 06
Beds and bills, per superficial foot.....	18
Extra cube stone, per cubic foot.....	68
Cornice in two beds, per superficial foot	1 24
Blocking course, per superficial foot.....	96

Frieze to entablature, per superficial foot.....	\$1 10
Architrave, per superficial foot.....	1 30
Drops to cornice, per lineal foot.....	1 00
Triglyphs, each	38 00
Caps of pilasters, each.....	75 30
Channels of basement, per lineal foot.....	21
Window sills, per superficial foot.....	70

And it is further agreed by and between the said parties, that should the said party of the second part, at any time during the progress of the work, have any quantity of materials cut and ready for setting, which they are unable to set in the building by reason of the other branches not being sufficiently advanced, the same, if required by them, shall be valued and paid for, deducting ten per cent. as the assumed cost of setting, as well as the ten per cent. reserved as collateral security. The work to be measured as that in the wings.

And, for the true and faithful performance of all and singular the covenants, articles, and agreements hereinbefore particularly set forth, the subscribers hereunto bind themselves, jointly and severally, their and each of their successors, heirs, executors, and administrators.

It is also expressly understood, by and between the parties hereto, that, if Congress should fail to make the appropriation necessary to carry on the erection of the said north front, then, in such case, the execution of this contract shall be suspended, without thereby creating any claim upon the United States by said contractors.

In witness whereof they have hereunto interchangeably set their hands and seals, the day and year first hereinbefore written.

JOHN B. BLAKE,
SAMUEL CASSIDY,
WILLIAM HIGGINS.

In presence of—

W. P. MOHUN,
R. J. ROCHE.

Know all men by these presents, that we, Thomas Berry and Francis Mohun and Samuel Cassidy and William Higgins, are held and firmly bound unto the United States of America in the full and just sum of twenty thousand dollars, lawful money of the United States, to be paid to the United States, or to its proper agent or attorney duly authorized to receive the same, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, this fourth day of May, in the year of our Lord eighteen hundred and fifty-seven.

The condition of the above obligation is such that if the said Samuel Cassidy and William Higgins, doing business under the firm of Cassidy & Co., their heirs, executors, administrators, or assigns, do and shall well and truly execute and comply with, in all its conditions, a contract entered into by said Cassidy & Co., on the one part, and John B. Blake, Commissioner of the Public Buildings, for and in behalf of the United States, of the other part, dated the first day of

May, A. D. eighteen hundred and fifty-seven, and hereto prefixed, by which the said Cassidy & Co. have contracted to furnish, cut, and set the granite work for and in the north front of the Patent Office building, at their own proper cost, and upon the terms and conditions therein stipulated, then the above obligation to be void and of none effect, otherwise to remain in full force and virtue in law.

THOMAS BERRY, [L. s.]
 FRANCIS MOHUN, [L. s.]
 WILLIAM HIGGINS, [L. s.]
 SAMUEL CASSIDY, [L. s.]

In presence of—

WILLIAM N. KEEF,
 J. W. BURNS.

The names of Samuel Cassidy and William Higgins signed in presence of—

O. W. MOORE,
 THOMAS H. BAIRD, jr.

I hereby certify that the parties to the foregoing bond are personally known to me, and that I believe them to be good and sufficient for the amount of the penalty therein specified.

PHILIP BARTON KEY,
United States Attorney.

Approved May 11, 1857.

J. THOMPSON.

Ex. Doc. 54—3

